

AMENDMENT #001

**Missouri Department of Conservation
P.O. Box 180
2901 W. Truman Blvd.
Jefferson City, Missouri 65102-0180**

Native Grass Highway Enhancement – Landscaping Contracting Services

Portions of the Request For Proposal (RFP) seeking Landscape Contracting services distributed by the Missouri Department of Conservation on November 5, 2005, with a deadline for bid submission of December 1, 2004, has been amended:

The RFP is hereby amended as follows:

1. Paragraph 3.2.2

Paragraph 3.2.2 shall read as follows:

- 3.2.2 Separate evaluations shall be conducted by project areas and awards made accordingly. **Amendment #001:** If it is determined, based on the bid evaluation, that a single bidder is the lowest and best bid on multiple areas, the Department shall consult with the bidder to ensure that the bidder can complete all of the areas that would be awarded. If the bidder cannot accept the award on all areas, the Department shall decide which area(s) shall be awarded as determined to be in the best interest of the Department. The Department shall award the remaining area(s) to the next lowest and best bidder(s) until all areas have been awarded.

Paragraph 3.2.2 previously read as follows:

- 3.2.2 Separate evaluations shall be conducted by project areas and awards made accordingly.

If you have questions related to this amendment, please contact:

Missouri Department of Conservation
Steve Clubine, Project Coordinator
P.O. Box 368
Clinton, MO 65364
660-885-8179, ext. 241

introduction and general information

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the Missouri Department of Conservation, herein referred to as Department, for the provision of native landscaping services along various sections of Missouri Highway right-of-ways as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Pages
 - 5) Exhibits A - G
 - 6) GPS Photos: The offeror is advised that GPS photographs exist which provides additional information and instruction for the offeror's reference. It shall be the sole responsibility of the offeror to request the GPS photos. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the maps. GPPS photos may be obtained by contacting Brad McCord, 573/522-4115 x3128.
 - 7) Terms and Conditions

Deadline for submission of bids is 1:00 p.m. on December 1, 2004. Submit bids in sealed envelope clearly labeled **'05 Roadside Conversion Projects'** to the Missouri Department of Conservation, Attention Brad McCord, Private Land Services Division, 2901 W Truman Blvd, P O Box 180, Jefferson City, MO 65102. Bids received after the deadline will not be considered.

1.2 Pre-Proposal Conference and Site Inspection Information: A pre-proposal conference regarding this Request for Proposal will be held on Monday, November 22, 2004, at 1:30 p.m., in Conservation Employees' Credit Union basement of the Missouri Dept. of Conservation, 2901 West Truman Blvd, Jefferson City, Missouri.

- 1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend because information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP because it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the Department to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.
- 1.2.3 Offerors are strongly encouraged to advise the Department within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 1.2.4 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The offeror shall not be relieved of responsibility for performance under the

contract for any reason whatsoever, including, but not limited to, (1) the offeror's failure to tour of the project areas, (2) the offeror's failure to observe existing conditions, etc. Each project area is public property and can be viewed independently at any time.

1.3 Background Information:

- 1.3.1 The Department is seeking a qualified contractor to convert introduced cool-season grasses and legumes to native warm-season grasses and forbs (wildflowers) for the purpose of improving aesthetics via native grasses and wildflowers, increasing water infiltration, reducing ditch siltation, reducing mowing, trapping snow, and improving roadside habitat for small mammals, grassland birds, and insects.
- 1.3.2 The contract will be funded 80% with federal Highway Enhancement Funds passed through to the Department from the Missouri Department of Transportation; the remaining 20% will be funded by the Department in the form of materials provided, in-kind services, and monetary payments.
- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide native landscaping services along various sections of Missouri Highways for the Department of Conservation (hereinafter referred to as the Department or MDC), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall complete all required services in accordance with the Missouri Standard Specifications of Highway Construction – 1999. These specifications are available on the Missouri Department of Transportation (hereinafter referred to as MoDOT) website at <http://www.modot.state.mo.us/>.
- 2.1.3 The contractor shall provide landscaping services at one or more of the following project areas, as proposed by the contractor and stated in this RFP. GPS photographs of each of the areas are available by contacting Brad McCord, 573/522-4115 x3128.
 - a. Approximately 54.56 acres which includes 15.71 acres of I-270 right-of-way lying between Rte. 30 and 21; approximately 21.34 ac. at Jct. of I-70 and I-370; and approximately 17.51 ac. at the interchange of I-255 and I-55 (all three parts hereafter referred to as the **St. Louis Project**).
 - b. Approximately 102.59 acres of Hwy. I-35 right-of-way lying north of Bethany, MO, beginning at the Ridgeway interchange and extending to the Eagleville interchange (hereafter referred to as the **Ridgeway Project**).
 - c. Approximately 125.25 acres of Hwy I-35 right-of-way north of Bethany, MO, from mile marker 99 near the Eagleville interchange, running approximately 7 miles north to mile marker 114 near the Iowa state line interchange (hereafter referred to as the **Eagleville Project**).
 - d. Approximately 81.82 acres of Hwy I-55 right-of-way between Benton (north of Sikeston) and Marston, (near New Madrid) MO, at mile markers 60 and 67; and between the Highway P interchange (mile marker 52) and approximately 12 miles south to the EE interchange (mile marker 40) (both segments hereafter called the **Sikeston-New Madrid Project**).
- 2.1.4 The contractor shall provide the following services at the above mentioned locations:
 - a. Site Preparation – spot treatment problem species, general application of herbicides to existing cover, and mowing
 - b. Planting – native grasses and forbs
 - c. Maintenance – mowing
- 2.1.5 The contractor shall conduct a field survey or ground-truth prior to providing services to confirm the exact parameters of each project area that will be subject to the contractor's service.
- 2.1.6 The contractor shall not change the existing elevation of any project area.
- 2.1.7 Upon completion of all required services, the contractor shall leave each project area in "materially" the same condition as found.

2.1.8 The contractor shall perform all services to the satisfaction of the Department.

2.1.9 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Traffic Control:

2.2.1 The contractor shall handle traffic in conformance with the applicable portions of the specifications, National Cooperative Highway Research Program (NCHRP) 350 (See website: http://gulliver.trb.org/publications/nchrp/nchrp_rpt_350-a.pdf) and specifically as follows:

- a. The Traffic Control Plan outlines applicable signing for all work. The contractor shall cover any existing signs that conflict with the Traffic Control Plan. The contractor shall remove or cover traffic control signs that are not necessary during non-working hours.
- b. The Department will mark staging areas for parking, unloading, filling, and storing equipment at each project area. The contractor shall not park any equipment on road shoulders except in the case of an emergency.

2.2.2 The contractor shall keep all traffic lanes clear of mud and debris. The Department will strictly enforce the contractor's compliance with the Specification Book of Highway Construction, <http://www.modot.state.mo.us/design/specbook/files/Sec0616.pdf>. The contractor shall not store any equipment or supplies left on site within thirty (30) feet of edge of pavement.

2.2.3 The contractor shall maintain the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall cease construction operations which contribute directly to disruption of the traffic flow and make available all traffic lanes as soon as possible.

2.2.4 The contractor shall not perform any work between one-half hour before sunset and one-half hour after sunrise.

2.3 Mowing for Site Preparation and Maintenance:

2.3.1 The contractor shall spray and seed areas with greater than a 3:1 slope. The contractor shall not mow areas with greater than a 3:1 slope.

2.3.2 The contractor shall mow the applicable areas twice as specified below:

- a. Prior to spraying herbicides, area to be sprayed and seeded shall be mowed to an average height of 6-8 inches (15-20 centimeters). Mowing shall take place before April 1, 2005, to ensure adequate time for sufficient regrowth for spraying.
- b. After seeding, the seeded areas shall be mowed once to a height not less than 6 inches (15 cm). Mowing shall take place between June 1 and August 1, 2005.

2.3.3 The contractor shall cut or basal treat all volunteer trees unless marked with ribbons or paint by the Department or MODOT. The contractor may pile downed trees on site. The contractor shall treat stumps with an herbicide labeled for roadside right-of-way application and approved by the Project Coordinator to prevent sprouting. Basal-bark herbicide treatment may be used in lieu of cutting trees smaller than 4" dbh where approved by the Project Coordinator.

- 2.3.4 The contractor shall agree and understand that the application areas could be less than the total acres of each area.

2.4 Application of Herbicide Requirements:

- 2.4.1 The contractor shall apply one herbicide treatment as specified below:

- a. The herbicide treatment shall be in the spring (March-April, 2005) after tall fescue has reached 6-8 inches of new growth. At least three days shall pass between herbicide application and planting of the native grass and wildflower seeds.
- b. All herbicide treatments shall be applied when winds are 10 mph or less and daytime temperatures are predicted to be around 60 degrees Fahrenheit.

1) Apparent misses or skips shall be re-treated within 10 days.

- 2.4.2 Herbicide solution: The contractor shall furnish and apply herbicide(s) meeting the following requirements:

- a. Herbicide must be water soluble, broad spectrum, and non-selective systemic.
- b. Herbicide shall include a mixture of glyphosate and imazapic meeting the following requirements:

Journey:	Imazapic, (+)-2-[4,5-dihydro-4-methyl-4-(methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid	8.13%
	Glyphosate, N-(phosphonomethyl) glycine acid, in the form of its isopropylamine salt	21.94%
	Inert Ingredients	69.93%
Imazapic:	2-(4,5-dihydro-4-methyl-4-(1-methylethyl)-oxo-1H-imidazol-2-yl)-5-methyl-3-pyridinecarboxylic acid	70%
	Inert Ingredients	30%
Glyphosate:	*Isopropylamine Salt of Glyphosate	41%
	Inert Ingredients	59%

*Contains four pounds of the active ingredient isopropylamine salt of N-(phosphonomethyl) glycine per gallon.

- 2.4.3 The contractor shall apply the herbicides by machine, container hand application, or any other Department approved method of application.
- 2.4.4 The contractor's herbicide applicator shall be certified in Category 6 (Rights-of-Way) as stated in "Missouri Rules and Regulations, Chapter 25-Pesticides", for pesticide application.
- 2.4.5 The contractor shall apply herbicide in strict compliance with label instructions.
- a. Application instructions can be obtained at: www.cdms.net/manuf/manuf.asp
 - b. Broadcast herbicide application on the **Sikeston, St. Louis, Eagleville, and Ridgeway Sites** shall be in the spring, after tall fescue is 6-8 inches tall (late March to mid-April). Application shall be not less than 2 quarts per acre of glyphosate and 6 oz/acre of

imazapic, and 1 qt/ac. MSO in 10-20 gallons of water per acre and include 17 lbs. spray-grade ammonium sulfate per 100 gallons solution.

- 2.4.6 The contractor shall be responsive to changing weather conditions when applying herbicides.
- 2.4.7 The contractor shall protect shrubs that are marked to be avoided on the gps photos.
 - a. Trees or shrubs marked to be avoided that are killed by the herbicide shall be replaced at the contractor's expense, with like-kind plants that meet Section 800 criteria (See Specification Book of Highway Construction, <http://www.modot.state.mo.us/design/specbook/files/Sec0808.pdf>) and the Project Coordinator's approval.
 - b. The contractor shall operate as close to existing trees and shrubs as spraying and seeding equipment allows without damaging the plants.
- 2.4.8 The contractor shall apply herbicide to treatment area(s) as designated on site maps or diagrams. The contractor shall not apply herbicide within thirty (30) feet of the driving lane or within 2 feet of the right-of-way fence or line.
- 2.4.9 The contractor shall leave existing dead grass as mulch.
- 2.4.10 The contractor shall not store short and long-term herbicides on site.
- 2.4.11 The contractor shall not dispose of any waste on-site.
- 2.4.12 The contractor shall agree and understand that the application areas could be less than the total acres of each area.
- 2.4.13 Spot Treatment: The contractor shall furnish and spot spray triclopyr (Garlon 4), or metsulfuron-methyl (Escort), or a combination of triclopyr and fluroxypyr (PastureGard) on patch infestations of sericea lespedeza, crownvetch, or birdsfoot trefoil when actively growing in June, July, or August the summer after seeding.
 - a. Application rates shall be according to manufacturer's recommendations for controlling these species, but not less than 16 oz per acre of triclopyr, or 0.5 oz per acre of metsulfuron-methyl, or 1.5 pints per acre of triclopyr/fluroxypyr (PastureGard).

2.5 Native Grass and Forbs Seed:

- 2.5.1 The Department shall provide seed mixture(s) for seeding the area(s) directly to the contractor; the Department shall pay for all seed. The contractor shall coordinate time of delivery with the Department.
- 2.5.2 The Department shall assemble and package the seed mixture into the appropriate mixes for each awarded area. The Department shall label the seed mixture bags by area and bag number.
 - a. The Department shall mix and package grass and forb mixtures separately.
 - b. The contractor shall add an appropriate quantity of forb seed provided by the agency to the grass mixture each time the seed box is filled with grass seed, as directed by the Department Project Coordinator.
- 2.5.3 The seed mixture provided shall include all or part of the following native grass and forbs seeds:

SEED LIST: Native Grasses & Forbs:

Grasses	<i>Scientific Name</i>
Redtop	<i>Agrostis alba</i>
Big bluestem	<i>Andropogon gerardi</i>
Sand bluestem	<i>Andropogon hali</i>
Sideoats grama	<i>Bouteloua curtipendula</i>
Buffalograss	<i>Buchloe dactyloides</i>
River oats	<i>Chasmanthium latifolium</i>
Canada wildrye	<i>Elymus canadensis</i>
Virginia wildrye	<i>E. virginicus</i>
Sand lovegrass	<i>Eragrostis trichodes</i>
Ryegrass	<i>Lolium perenne</i>
Switchgrass	<i>Panicum virgatum</i>
Little bluestem	<i>Schizachryum scoparius</i>
Indiangrass	<i>Sorghastrum nutans</i>
Prairie cordgrass	<i>Spartina pectinata</i>
Tall dropseed	<i>Sporobolis asper</i>
Prairie dropseed	<i>Sporobolis heterolepis</i>
Eastern gamagrass	<i>Tripsacum dactyloides</i>
Forbs	
Leadplant	<i>Amorpha canescens</i>
Swamp milkweed	<i>Asclepias incarnata</i>
Butterfly milkweed	<i>Asclepias tuberosa</i>
Smooth blue aster	<i>Aster laevis</i>
New England aster	<i>Aster novae-angliae</i>
Aromatic aster	<i>Aster oblongifolius</i>
White wild indigo	<i>Baptisia leucantha</i>
Blue wild Indigo	<i>Baptisia australis</i>
Partridge pea	<i>Cassia fasciculata</i>
Poppy mallows	<i>Callirhoe involucrate</i>
New Jersey tea	<i>Ceanothus americanus</i>
Tickseed coreopsis	<i>Coreopsis lanceolata</i>
Prairie coreopsis	<i>Coreopsis palmate</i>
Illinois bundleflower	<i>Desmanthus illinoensis</i>
White prairie clover	<i>Dalea candida</i>
Purple prairie clover	<i>Dalea purpureum</i>
Showy tickclover	<i>Desmodium canescense</i>
Pale prairie coneflower	<i>Echinacea pallida</i>
Purple coneflower	<i>Echinacea purpurea</i>
Rattlesnake master	<i>Eryngium yuccifolium</i>
Sensitive briar	<i>Mimosa quadrivalvis</i>
Wild bergamot	<i>Monarda fistulosa</i>
Rose verbena	<i>Glandularia canadensis</i>
Ox-eye sunflower	<i>Heliopsis helianthoides</i>
Ashy sunflower	<i>Helianthus mollis</i>
Western sunflower	<i>Helianthus occidentalis</i>
Willowleaf sunflower	<i>Helianthus salicifolius</i>
Roundhead lespedeza	<i>Lespedeza capitata</i>
Slender lespedeza	<i>Lespedeza virginicus</i>

Rough blazingstar	<i>Liatris aspera</i>
Prairie blazingstar	<i>L. pynostachya</i>
Prairie beardtongue	<i>Penstemon tubaeflorus or digitalis</i>
Mountain mint	<i>Pycnanthemum virginianum</i>
Greyhead coneflower	<i>Ratibida pinnata</i>
Wild (pasture) rose	<i>Rosa arkansana</i>
Clasping coneflower	<i>Rudbeckia amplexicaulis</i>
Blackeyed susan	<i>Rudbeckia hirta</i>
Sweet coneflower	<i>Rudbeckia subtomentosa</i>
Pitcher's or blue sage	<i>Salvia azurea</i>
Rosinweed	<i>Silphium integrifolium</i>
Compassplant	<i>Silphium lanciniatum</i>
Ohio spiderwort	<i>Tradescantia ohiensis</i>

- 2.5.4 The contractor shall furnish a cool, dry, rodent free storage facility should there be a delay between seed delivery and planting.

2.6 Native Grass and Forbs Seeding Requirements:

- 2.6.1 The contractor shall transport, store and install grass and forb seed.

- 2.6.2 The contractor's seeding methods shall meet the following criteria.

- a. The contractor shall submit to the Department for approval, a plan and work schedule for seeding and/or planting at least four (4) weeks prior to execution of work. The contractor shall acknowledge weather conditions in any plan and schedule.
- b. The contractor shall provide notification within forty-eight (48) hours prior to beginning the seeding work.
- c. Prior to starting work, the contractor shall calibrate and adjust all seeding equipment to sow seeds at the proper seeding rate. The contractor shall operate equipment in a manner to ensure complete coverage of the entire area to be seeded. The contractor shall resow and/or replant any gaps between areas of growth greater than eight square feet.

- 2.6.3 No-Till Drill Method: The contractor shall use a rangeland grass drill to plant the native grass and forbs seeds on all sites except slopes steeper than 3:1, saturated soils, or areas too small to operate a drill. Rolling or cultipacking before or after seeding will not be required if a rangeland grass drill is used.

- a. The contractor shall utilize a typical drill that contains a large box with an aggressive agitator for continually mixing the seed and picker wheels for pulling the seed from the box into the seed cup and drop tubes. The drill shall have double furrow openers and packer wheels for firming the soil directly over the furrow opening. The drill shall be equipped with no-till coulters for cutting through or moving trash to the side for proper placement of seed by the double furrow openers.
- b. The contractor's seed placement shall not be greater than ¼ inch (5 mm) deep.
- c. The drive wheel shall maintain ground contact at all times.

- 2.6.4 Option in Lieu of a No-Till Drill: The contractor shall use a straight-blade disk to disturb the killed sod, broadcast the seed with a spinning-disc seeder or hydroseeder, and roll or cultipack after seeding. The contractor may use a Trillion seeder instead of broadcasting and rolling.
- 2.6.5 Broadcast Method: The contractor shall use a broadcast method to distribute native grass and forb seed if physical site conditions prohibit use of the rangeland type grass drill. The contractor shall not broadcast seed during high winds.
- 2.6.6 The contractor shall seed slopes 3:1 or less in the following manner:
- a. The native seed mixture shall be planted or distributed with a no-till drill or broadcasting equipment that will accurately meter the types of seed to be planted and keep all seed uniformly mixed during drilling or broadcasting.
 - b. The contractor shall not apply seed in wet conditions that would cause the seed to be placed deeper than specified.
 - c. Reseeding of these areas will be required at the contractor's expense if damage to these areas occur due to the contractor's negligence during the establishment period of the contract.
 - d. Fungicide is not required.
- 2.6.7 The contractor shall seed slopes greater than 3:1 in the following manner:
- a. Slopes greater than 3:1 may be too hazardous to drill safely without disturbing killed vegetative cover and encouraging erosion. Such sites may be seeded with hydraulic seeding equipment or by dry broadcasting.
 - b. The seeding rate shall be 1.5 times the drilled seeding rate.
 - c. Hydraulic Seeding: The seed shall be mixed in water, free of fertilizers or herbicides, and constantly agitated so that a uniform mixture can be applied hydraulically to the specified areas. The ratio of seed to water shall be calculated by determining the number of square feet (square meters) covered by a given quantity of water. Seed shall not be added to the water more than 4 hours before application.
 - d. Dry Broadcasting: Seed mixtures may be broadcast using the best method for evenly distributing seed over the given area from the following choices available.
 - 1) ATV broadcast spreader with agitator boxes and picker wheels to drop seed on to distribution fans may be used if deemed appropriate by the Department's Project Coordinator.
 - 2) The contractor may use a leaf blower/vacuum which will allow the contractor to evenly distribute the seed on the target area. The seed mixture shall be deposited in a tub or bed of a pickup or trailer and vacuumed and blown over the area to be seeded. A bulk filler such as sawdust may be used to aid even distribution.
 - e. The tractor for pulling the drill and maintenance mowing shall have dual rear wheels, four-wheel drive, or front wheel assist to provide better traction on 3:1 slopes. The contractor shall repair and reseed vegetation damaged by slipping equipment on these slopes at his/her own expense.

2.6.8 The contractor shall provide all seed application between March 1 and May 15, 2005.

- a. The contractor shall seed the area not less than three days before or three days following the last herbicide application.
- b. The contractor shall begin seeding not closer than 30 feet from the driving lane, and end 2 feet from the right-of-way fence or line, unless noted otherwise.

2.7 Invoicing and Payment Requirements:

2.7.1 The contractor must submit an itemized monthly invoice of the total amount due for services and products actually provided during the monthly period by the contractor in accordance with the prices stated on the Pricing Page. The final invoice must be provided within 15 days after the expiration of the contract. Invoices shall be sent to:

Missouri Department of Conservation
Attn: Steve Clubine, Project Coordinator
P.O. Box 368
Clinton, MO 65364

2.7.2 Upon receipt and approval of the invoice, the contractor shall be paid in accordance with the invoice total, based on the firm, fixed prices stated on the Pricing Page(s) and based on the following:

- a. Basal Treating Trees, or Cutting Trees and Treating Stumps: The contractor will be paid the firm, fixed price per acre for the actual number of acres of trees treated or cut.
- b. Mowing: The contractor will be paid the applicable firm, fixed price per acre for the actual number of acres mowed.
- c. Herbicide: The contractor will be paid the applicable firm, fixed price per acre for the actual number of acres to which herbicide was applied. This payment will include all costs for labor, equipment and materials for initial and subsequent sprayings to obtain a complete kill of all existing vegetation except where noted otherwise (designated native plants).
- d. Seeding: The contractor will be paid the applicable firm, fixed price per acre for the actual number of acres seeded.
- e. Spot Treatment: The contractor will be paid the applicable firm, fixed price per acre for the actual number of acres to which spot treatment was applied.
- f. Post-Planting Spot Mowing: The contractor will be paid the applicable firm, fixed price per acre for the actual number of acres mowed after planting as directed by the Project Coordinator.

2.7.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.

2.8 Liquidated Damages:

2.8.1 The contractor shall agree and understand that the provision of the Native Grass Highway Enhancement-Landscaping Services in accordance with the requirements and delivery date stated herein are considered critical to the efficient operations of the Department. However, because the

amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery date(s), the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event that the contractor fails to complete the services in the specified amount of time, the contractor shall be assessed liquidated damages in the amount of \$400.00 for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
- b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the Department at the sole discretion of the Department.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the Department and shall be in addition to, not in lieu of, the rights of the Department to pursue other appropriate remedies.

2.9 Other Contractual Requirements:

- 2.9.1 **Contract Period:** The original contract period shall be from date of award through October 1, 2005. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. In the event it is determined by the Department the need to extend the contract, all terms and conditions and prices shall remain the same.
- 2.9.2 **Termination:** The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 2.9.3 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Department, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the Department, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential

damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.9.4 **Warranty Provision:** Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered. All warranty requirements and subsequent revisions shall be submitted to MoDOT for advance approval. No warranty requirement shall be approved which in the judgment of MoDOT, may place an undue obligation on the contractor for items over which the contractor has no control. Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and related components for a period not to exceed 6 months following project acceptance are permissible.
- 2.9.5 **Insurance:** The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9.6 **Subcontractors:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.9.7 **Second Tier Subcontracting:** Second tier subcontracting shall not be permitted on this RFP. It shall be the responsibility of the contractor to insure that subcontractors do not subcontract any portion of the services.
- 2.9.8 **Substitution of Personnel:** The contractor agrees and understands that the Department's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Department agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Department, its officers, agents, and employees, harmless from and

against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.9.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.
- 2.9.11 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Department. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- 2.9.12 Wage Rates: The contractor shall use the version of wage rates shown on the MoDOT website (http://www.modot.state.mo.us/bids/files2003091PBN7O1_gwo47stateWageRates.pdf) on the date ten (10) days prior to the return proposal date.
- 2.9.13 Surety Bond: The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Department within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the Missouri Department of Conservation in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. In the event the Department determines the need to extend the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract extension.
- 2.9.14 Nondiscrimination Assurance: With regard to work under this RFP, the contractor agrees as follows:
 - a. Civil Rights Statutes: The contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the contractor is providing services or operating programs on behalf of the state agency, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. Executive Order: The contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order, which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the MDC or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

- c. Administrative Rules: The contractor shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.
- d. Nondiscrimination: The contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.
- e. Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the contractor. These apply to all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- f. Information and Reports: The contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Missouri Department of Conservation, Missouri Highways and Transportation Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- g. Sanctions for Noncompliance: In the event the contractor fails to comply with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:
 - 1) Withholding of payments under this Agreement until the contractor complies; and/or
 - 2) Cancellation, termination or suspension of this Agreement, in whole or in part.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

3.1.2 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.

3.1.3 Offeror's Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the Project Coordinator, (Steve Clubine). The Project Coordinator may be contacted via e-mail (steve.clubine@mdc.mo.gov) or phone (660/885-8179, ext. 241), or via facsimile to 660/885-5038. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the Project Coordinator.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Evaluation and Award Process:

3.2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. Cost	45%
b. Experience and Reliability	25 %
c. Expertise of Personnel.....	20%
d. Method of Performance.....	10%

PARAGRAPH 3.2.2 HAS BEEN REVISED BY AMENDMENT #001.

3.2.2 Separate evaluations shall be conducted by project areas and awards made accordingly. **Amendment #001:** If it is determined, based on the bid evaluation, that a single bidder is the lowest and best bid on multiple areas, the Department shall consult with the bidder to ensure that the bidder can complete all of the areas that would be awarded. If the bidder cannot accept the award on all areas, the Department shall decide which area(s) shall be awarded as determined to be in the best interest of the Department. The Department shall award the remaining area(s) to the next lowest and best bidder(s) until all areas have been awarded.

3.2.3 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.3 Evaluation of Cost:

3.3.1 The objective evaluation of cost shall be based upon a total sum of the firm, fixed prices stated on the Pricing Page multiplied by the stated quantities.

3.3.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 45 = \text{Cost score points}$$

3.3.3 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

3.4 Evaluation of Offeror's Experience and Reliability:

3.4.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents

successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 3.4.2 The offeror should provide, on Exhibit A or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the Department in order to discuss the services performed by the offeror for the contact person's company.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

- 3.4.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the pricing page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

3.5 Evaluation of Expertise of Offeror's Personnel:

- 3.5.1 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
 - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed.
- b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

- 3.5.2 The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:

On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- 3.6.3 The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- a. Exhibit D, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
 - b. The offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the qualifications of the personnel.

3.7 Miscellaneous Information:

- 3.7.1 The offeror should complete Exhibit E, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, and (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the Department, of the State of Missouri, a member of the General Assembly, or a statewide elected official.
- 3.7.2 The offeror should file an anti-collusion statement at the time of proposal submission. The anti-collusion statement is included as Exhibit F.
- 3.7.3 The offeror should file a certification regarding affirmative action at the time of proposal submission. The contractor must also ensure a signed certification is on file for all proposed subcontractors. The certification regarding affirmative action is included as Exhibit G.

3.8 Offeror Requirements for Disadvantaged Business Enterprise (DBE) Participation

- 3.8.1 Mandatory Requirement for Participation: The offeror must comply with MoDOT's disadvantaged business enterprise (DBE) participation requirements. These requirements are available on the MoDOT website or by clicking on the following link: <http://www.modot.state.mo.us/modot/lpaman/pdf/dbepro.pdf>. The offeror must submit the DBE participation forms with the proposal for all DBE's proposed.

3.9 Offeror Requirements for Affirmative Action:

- 3.9.1 Mandatory Requirement for Participation: The contractor must comply with MoDOT's affirmative action requirements. These requirements are available on the MoDOT website or by clicking on the following link: http://www.modot.state.mo.us/bids/files/20030620PBNQZW_fedprov.pdf.

4. PRICING PAGE
(C/S 98852)

- 3.10 The offeror shall specify the project area(s) proposed by completing the following firm, fixed price(s) for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s). The offeror may propose service for one or more of the four separate project areas listed.**

Description	Unit	Firm, Fixed Price Per Each	Estimated Quantity	Total, Firm, Fixed Price
SIKESTON-NEW MADRID PROJECT AREA				
Basal Treat Trees or Cut Trees and Treat Stumps	Acres	\$ _____		\$ _____
Site Prep. Mowing	Acres	\$ _____	81.82	\$ _____
Broadcast Herbicide Treatment	Acres	\$ _____	81.82	\$ _____
Native Grass & Forb Seeding	Acres	\$ _____	81.82	\$ _____
Spot Treat Listed Problem Species	Acres	\$ _____		\$ _____
Final Mowing	Acres	\$ _____		\$ _____
Total				\$ _____
ST. LOUIS PROJECT AREA				
Basal Treat Trees or Cut Trees and Treat Stumps	Acres	\$ _____		\$ _____
Site Prep. Mowing	Acres	\$ _____	54.56	\$ _____
Broadcast Herbicide Treatment,	Acres	\$ _____	54.56	\$ _____
Native Grass & Forb Seeding	Acres	\$ _____	54.56	\$ _____
Spot Treat Listed Problem Species	Acres	\$ _____		\$ _____
Final Mowing	Acres	\$ _____		\$ _____
Total				\$ _____

Initial _____

EAGLEVILLE PROJECT AREA				
Basal Treat Trees or Cut Trees and Treat Stumps	Acres	\$ _____		\$ _____
Site Prep. Mowing	Acres	\$ _____	102.59	\$ _____
Broadcast Herbicide Treatment,	Acres	\$ _____	102.59	\$ _____
Native Grass & Forb Seeding	Acres	\$ _____	102.59	\$ _____
Spot Treat Listed Problem Species	Acres	\$ _____		\$ _____
Final Mowing	Acres	\$ _____		\$ _____
Total				\$ _____

RIDGEWAY PROJECT AREA				
Basal Treat Trees or Cut Trees and Treat Stumps	Acres	\$ _____		\$ _____
Site Prep. Mowing	Acres	\$ _____	125.25	\$ _____
Broadcast Herbicide Treatment,	Acres	\$ _____	125.25	\$ _____
Native Grass & Forb Seeding	Acres	\$ _____	125.25	\$ _____
Spot Treat Listed Problem Species	Acres	\$ _____		\$ _____
Final Mowing	Acres	\$ _____		\$ _____
Total				\$ _____

Initial _____

Company Name

Address

City, State, Zip

Phone Number

E-mail address

Name & Title

Authorized Signature

SSN or FEIN Number

Date

EXHIBIT A**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the Department for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**PERSONNEL EXPERTISE SUMMARY**
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
2. _____ (Name)	_____
_____	_____
3. _____ (Name)	_____
_____	_____
4. _____ (Name)	_____
_____	_____
5. _____ (Name)	_____
_____	_____
6. _____ (Name)	_____
_____	_____
7. _____ (Name)	_____
_____	_____

EXHIBIT C

METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

EXHIBIT D**SCHEDULE OF EVENTS**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **"Completion Day"** should be specified as a certain number of days from date of contract award until completion of the specific task. **"Assigned Personnel"** should be identified by name rather than project title unless such personnel are yet to be hired. **"Work hours"** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT E**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____
--	-------

Employee Bidding/Conflict of Interest

Offerors who are employees of the Department, related to a Department employee, employee of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the Department, related to a Department employee, employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of Department Employee, Employee of the State, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Name of Department Employee Related to:		
Percentage of ownership interest in offeror's organization:		_____ %

EXHIBIT F

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

FIG. X- 4

Revised 03-23-00

EXHIBIT G

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____
Job No. _____
Route: _____
County: _____

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

 Company

By: _____

Date: _____

 Title

EXHIBIT G

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____
 Job No. _____
 Route: _____
 County: _____

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

 Company

By: _____

Date: _____

 Title

FIG. X – 5

Revised 03-01-02

